

1 AN ACT concerning public employee benefits.

2 **Be it enacted by the People of the State of Illinois,**  
3 **represented in the General Assembly:**

4 Section 5. The Illinois Pension Code is amended by changing  
5 Section 1-119 as follows:

6 (40 ILCS 5/1-119)

7 Sec. 1-119. Qualified Illinois Domestic Relations Orders.

8 (a) For the purposes of this Section:

9 (1) "Alternate payee" means the spouse, former spouse,  
10 child, or other dependent of a member, as designated in a  
11 QILDRO.

12 (2) "Death benefit" means any nonperiodic benefit  
13 payable upon the death of a member to a survivor of the  
14 member or to the member's estate or designated beneficiary,  
15 including any refund of contributions following the  
16 member's death, whether or not the benefit is so called  
17 under the applicable Article of this Code.

18 (3) "Disability benefit" means any periodic or  
19 nonperiodic benefit payable to a disabled member based on  
20 occupational or nonoccupational disability or disease,  
21 including any periodic or nonperiodic increases in the  
22 benefit, whether or not the benefit is so called under the  
23 applicable Article of this Code.

24 (4) "Member" means any person who participates in or  
25 has service credits in a retirement system, including a  
26 person who is receiving or is eligible to receive a  
27 retirement or disability benefit, without regard to  
28 whether the person has withdrawn from service.

29 (5) "Member's refund" means a return of all or a  
30 portion of a member's contributions that is elected by the  
31 member (or provided by operation of law) and is payable  
32 before the member's death.

1           (5.5) "Permissive service" means service credit  
2           purchased by the member, unused vacation, and unused sick  
3           leave that the retirement system includes by statute in a  
4           member's benefit calculations.

5           (6) "Qualified Illinois Domestic Relations Order" or  
6           "QILDRO" means an Illinois court order that creates or  
7           recognizes the existence of an alternate payee's right to  
8           receive all or a portion of a member's accrued benefits in  
9           a retirement system, is issued pursuant to this Section and  
10          Section 503(b)(2) of the Illinois Marriage and Dissolution  
11          of Marriage Act, and meets the requirements of this  
12          Section. A QILDRO is not the same as a qualified domestic  
13          relations order or QDRO issued pursuant to Section 414(p)  
14          of the Internal Revenue Code of 1986. The requirements of  
15          paragraphs (2) and (3) of that Section do not apply to  
16          orders issued under this Section and shall not be deemed a  
17          guide to the interpretation of this Section; a QILDRO is  
18          intended to be a domestic relations order within the  
19          meaning of paragraph (11) of that Section.

20          (7) "Regular payee" means the person to whom a benefit  
21          would be payable in the absence of an effective QILDRO.

22          (7.5) "Regular service" means service credit earned by  
23          the member, including a repayment of a refund for regular  
24          service that the retirement system includes by statute in a  
25          member's benefit calculations. "Regular service" does not  
26          include service credit purchased by the member, unused  
27          vacation, or unused sick leave.

28          (8) "Retirement benefit" means any periodic or  
29          nonperiodic benefit payable to a retired member based on  
30          age or service, or on the amounts accumulated to the credit  
31          of the member for retirement purposes, including any  
32          periodic or nonperiodic increases in the benefit, whether  
33          or not the benefit is so called under the applicable  
34          Article of this Code.

35          (9) "Retirement system" or "system" means any  
36          retirement system, pension fund, or other public employee

1 retirement benefit plan that is maintained or established  
2 under any of Articles 2 through 18 of this Code.

3 (10) "Surviving spouse" means the spouse of a member at  
4 the time of the member's death.

5 (11) "Survivor's benefit" means any periodic benefit  
6 payable to a surviving spouse, child, parent, or other  
7 survivor of a deceased member, including any periodic or  
8 nonperiodic increases in the benefit or nonperiodic  
9 payment included with the benefit, whether or not the  
10 benefit is so called under the applicable Article of this  
11 Code.

12 (b) (1) An Illinois court of competent jurisdiction in a  
13 proceeding for declaration of invalidity of marriage, legal  
14 separation, or dissolution of marriage that provides for  
15 support or the distribution of property, or any proceeding to  
16 amend or enforce such support or a property distribution, may  
17 order that all or any part of any (i) member's retirement  
18 benefit, ~~or~~ (ii) member's refund payable to or on behalf of the  
19 member, or (iii) death benefit, or portion thereof, that would  
20 otherwise be payable to the member's death benefit  
21 beneficiaries or estate be instead paid by the retirement  
22 system to the ~~a designated~~ alternate payee.

23 (2) An order issued under this Section provides only for  
24 the diversion to an alternate payee of certain benefits  
25 otherwise payable by the retirement system under the provisions  
26 of this Code. The existence of a QILDRO shall not cause the  
27 retirement system to pay any benefit, or any amount of benefit,  
28 to an alternate payee that would not have been payable by the  
29 system to a regular payee in the absence of the QILDRO.

30 (3) A QILDRO shall not affect the vesting, accrual, or  
31 amount of any benefit, nor the date or conditions upon which  
32 any benefit becomes payable, nor the right of the member or the  
33 member's survivors to make any election otherwise authorized  
34 under this Code, except as provided in subsections (i) and (j).

35 (4) A QILDRO shall not apply to or affect the payment of  
36 any survivor's benefit, ~~death benefit,~~ disability benefit,

1 life insurance benefit, or health insurance benefit.

2 (c) (1) A QILDRO must contain the name, mailing ~~residence~~  
3 address, and social security number of the member and of the  
4 alternate payee and must identify the retirement system to  
5 which it is directed and the court issuing the order.

6 (2) A QILDRO must specify each benefit to which it applies,  
7 and it must specify the amount of the benefit to be paid to the  
8 alternate payee. In the case of a non-periodic benefit, this  
9 amount must be specified as a dollar amount or as a percentage  
10 as specifically provided in subsection (n). In the case of a  
11 periodic benefit, this amount must be specified as a dollar  
12 amount per month or as a percentage per month as specifically  
13 provided in subsection (n), ~~which in the case of a nonperiodic~~  
14 ~~benefit shall be expressed as a dollar amount (except that a~~  
15 ~~nonperiodic benefit payable to an alternate payee of a~~  
16 ~~participant in the self-managed plan authorized under Article~~  
17 ~~15 of this Code may be expressed as a dollar amount or as a~~  
18 ~~percentage of the participant's account), and in the case of a~~  
19 ~~periodic benefit shall be expressed as a dollar amount per~~  
20 ~~month.~~

21 (3) With respect to each benefit to which it applies, a  
22 QILDRO must specify when the order will take effect. In the  
23 case of a lump sum benefit payable to an alternate payee of a  
24 participant in the self-managed plan authorized under Article  
25 15 of this Code, the benefit shall be paid upon the proper  
26 request of the alternate payee. In the case of a periodic  
27 benefit that is being paid at the time the order is received, a  
28 QILDRO shall take effect immediately or on a specified later  
29 date; if it takes effect immediately, it shall become effective  
30 on the first benefit payment date occurring at least 30 days  
31 after the order is received by the retirement system. In the  
32 case of any other benefit, a QILDRO shall take effect when the  
33 benefit becomes payable, unless some later date is specified  
34 pursuant to subsection (n). ~~except that a lump sum benefit~~  
35 ~~payable to an alternate payee of a participant in the~~  
36 ~~self-managed plan authorized under Article 15 of this Code may~~

1 ~~be paid upon the request of the alternate payee.~~ However, in no  
2 event shall a QILDRO apply to any benefit paid by the  
3 retirement system before or within 30 days after the order is  
4 received. A retirement system may adopt rules to prorate the  
5 amount of the first and final periodic payments to an alternate  
6 payee.

7 (4) A QILDRO must also contain any provisions required  
8 under subsection (n) or (p).

9 (5) If a QILDRO indicates that the alternate payee is to  
10 receive a percentage of any retirement system benefit, the  
11 calculations required shall be performed by the member, the  
12 alternate payee, their designated representatives or their  
13 designated experts. The results of said calculations shall be  
14 provided to the retirement system via a QILDRO Calculation  
15 Court Order issued by an Illinois court of competent  
16 jurisdiction in a proceeding for declaration of invalidity of  
17 marriage, legal separation, or dissolution of marriage. The  
18 QILDRO Calculation Court Order shall follow the form provided  
19 in subsection (n-5). The retirement system shall have no duty  
20 or obligation to assist in such calculations or in completion  
21 of the QILDRO Calculation Court Order, other than to provide  
22 the information required to be provided pursuant to subsection  
23 (h).

24 (6) Within 45 days after the receipt of a QILDRO  
25 Calculation Court Order, the retirement system shall notify the  
26 member and the alternate payee (or one designated  
27 representative of each) of the receipt of the Order. If a valid  
28 QILDRO underlying the QILDRO Calculation Court Order has not  
29 been filed with the retirement system, or if the QILDRO  
30 Calculation Court Order does not clearly indicate the amount  
31 the retirement system is to pay to the alternate payee, then  
32 the retirement system shall at the same time notify the member  
33 and the alternate payee (or one designated representative of  
34 each) of the situation. Unless a valid QILDRO has not been  
35 filed with the retirement system, or the QILDRO Calculation  
36 Court Order does not clearly indicate the amount the retirement

1 system is to pay the alternate payee, the retirement system  
2 shall implement the QILDRO based on the QILDRO Calculation  
3 Court Order as soon as administratively possible once benefits  
4 are payable. The retirement system shall have no obligation to  
5 make any determination as to whether the calculations in the  
6 QILDRO Calculation Court Order are accurate or whether the  
7 calculations are in accordance with the parties' QILDRO,  
8 agreement, or judgment. The retirement system shall not reject  
9 a QILDRO Calculation Court Order because the calculations are  
10 not accurate or not in accordance with the parties' QILDRO,  
11 agreement, or judgment. The retirement system shall have no  
12 responsibility for the consequences of its implementation of a  
13 QILDRO Calculation Court Order that is inaccurate or not in  
14 accordance with the parties' QILDRO, agreement, or judgment.

15 (d) (1) An order issued under this Section shall not be  
16 implemented unless a certified copy of the order has been filed  
17 with the retirement system. The system shall promptly notify  
18 the member and the alternate payee by first class mail of its  
19 receipt of the order.

20 (2) Neither the retirement system, nor its board, nor any  
21 of its employees shall be liable to the member, the regular  
22 payee, or any other person for any amount of a benefit that is  
23 paid in good faith to an alternate payee in accordance with a  
24 QILDRO.

25 (3) Each new or modified QILDRO or QILDRO Calculation Court  
26 Order that ~~At the time the order~~ is submitted to the retirement  
27 system, ~~it~~ shall be accompanied by a nonrefundable \$50  
28 processing fee payable to the retirement system, to be used by  
29 the system to defer any administrative costs arising out of the  
30 implementation of the order ~~QILDRO~~.

31 (e) (1) Each alternate payee is responsible for maintaining  
32 a current mailing ~~residence~~ address on file with the retirement  
33 system. The retirement system shall have no duty to attempt to  
34 locate any alternate payee by any means other than sending  
35 written notice to the last known address of the alternate payee  
36 on file with the system.

1           (2) In the event that the system cannot locate an alternate  
2 payee when a benefit becomes payable, the system shall hold the  
3 amount of the benefit payable to the alternate payee and make  
4 payment to the alternate payee if he or she is located within  
5 the following 180 days. If the alternate payee has not been  
6 located within 180 days from the date the benefit becomes  
7 payable, the system shall pay the benefit and the amounts held  
8 to the regular payee. If the alternate payee is subsequently  
9 located, the system shall thereupon implement the QILDRO, but  
10 the interest of the alternate payee in any amounts already paid  
11 to the regular payee shall be extinguished. Amounts held under  
12 this subsection shall not bear interest.

13           (f) (1) If the amount of a benefit that is specified in a  
14 QILDRO or QILDRO Calculation Court Order for payment to an  
15 alternate payee exceeds the actual amount of that benefit  
16 payable by the retirement system, the excess shall be  
17 disregarded. The retirement system shall have no liability to  
18 any alternate payee or any other person for the disregarded  
19 amounts.

20           (2) In the event of multiple QILDROs against a member, the  
21 retirement system shall honor all of the QILDROs to the extent  
22 possible. However, if the total amount of a benefit to be paid  
23 to alternate payees under all QILDROs in effect against the  
24 member exceeds the actual amount of that benefit payable by the  
25 system, the QILDROs shall be satisfied in the order of their  
26 receipt by the system until the amount of the benefit is  
27 exhausted, and shall not be adjusted pro rata. Any amounts that  
28 cannot be paid due to exhaustion of the benefit shall remain  
29 unpaid, and the retirement system shall have no liability to  
30 any alternate payee or any other person for such amounts.

31           (3) A modification of a QILDRO shall be filed with the  
32 retirement system in the same manner as a new QILDRO. A  
33 modification that does not increase the amount of any benefit  
34 payable to the alternate payee, as that amount was designated  
35 in the QILDRO, and does not expand the QILDRO to affect any  
36 benefit not affected by the unmodified QILDRO, does not affect

1 the priority of payment under subdivision (f) (2); the priority  
2 of payment of a QILDRO that has been modified to increase the  
3 amount of any benefit payable to the alternate payee, or to  
4 expand the QILDRO to affect a benefit not affected by the  
5 unmodified QILDRO, shall be based on the date on which the  
6 system receives the modification of the QILDRO.

7 (4) A modification of a QILDRO Calculation Court Order  
8 shall be filed with the retirement system in the same manner as  
9 a new QILDRO Calculation Court Order.

10 (g) (1) Upon the death of the alternate payee under a  
11 QILDRO, the QILDRO shall expire and cease to be effective, and  
12 in the absence of another QILDRO, the right to receive any  
13 affected benefit shall revert to the regular payee.

14 (2) All QILDROs relating to a member's participation in a  
15 particular retirement system shall expire and cease to be  
16 effective upon the issuance of a member's refund that  
17 terminates the member's participation in that retirement  
18 system, without regard to whether the refund was paid to the  
19 member or to an alternate payee under a QILDRO. An expired  
20 QILDRO shall not be automatically revived by any subsequent  
21 return by the member to service under that retirement system.

22 (h) (1) Within 45 days after receiving a subpoena from any  
23 party to a proceeding for declaration of invalidity of  
24 marriage, legal separation, or dissolution of marriage in which  
25 a QILDRO may be issued, or after receiving a request from the  
26 member, a retirement system shall provide in response ~~issue~~ a  
27 statement of a member's accumulated contributions, accrued  
28 benefits, and other interests in the plan administered by the  
29 retirement system based on the data on file with the system on  
30 the date the subpoena is received. If so requested in the  
31 subpoena, the retirement system shall also provide in response  
32 general retirement plan information available to a member, and  
33 ~~of~~ any relevant procedures, rules, or modifications to the  
34 model QILDRO form that have been adopted by the retirement  
35 system.

36 (1.5) If a QILDRO provides for the alternate payee to

1 receive a percentage of a retirement benefit (as opposed to  
2 providing for the alternate payee to receive specified dollar  
3 amounts of a retirement benefit), then the retirement system  
4 shall provide the applicable information to the member and to  
5 the alternate payee, or to one designated representative of  
6 each (e.g., the member's attorney and the alternate payee's  
7 attorney) as indicated below:

8 (A) If the member is a participant in the self-managed  
9 plan authorized under Article 15 of this Code and the  
10 QILDRO provides that the only benefit the alternate payee  
11 is to receive is a percentage of a lump sum benefit as of a  
12 specific date that has already past, then, within 45 days  
13 after the retirement system receives the QILDRO, the  
14 retirement system shall provide the lump sum amount to  
15 which the QILDRO percentage is to be applied.

16 (B) For all situations except that situation described  
17 in item (A), if the retirement system receives the QILDRO  
18 before the member's effective date of retirement, then,  
19 within 45 days after the retirement system receives the  
20 QILDRO, the retirement system shall provide all of the  
21 following information:

22 (i) The date of the member's initial membership in  
23 the retirement system, expressed as month, day, and  
24 year, if available, or the most exact date that is  
25 available to the retirement system.

26 (ii) The amount of permissive and regular service  
27 the member accumulated in the retirement system from  
28 the time of initial membership through the most recent  
29 date available prior to the retirement system  
30 receiving the QILDRO (the dates used by the retirement  
31 system shall also be provided). Service amounts shall  
32 be expressed using the most exact time increments  
33 available to the retirement system (e.g., months or  
34 fractions of years).

35 (iii) The gross amount of the member's non-reduced  
36 monthly annuity benefit earned, calculated as of the

1 most recent date available prior to the retirement  
2 system receiving the QILDRO, the date used by the  
3 retirement system, and the earliest date the member may  
4 be eligible to commence the benefit. This amount shall  
5 include any permissive service and upgrades purchased  
6 by the member, and those amounts shall be noted  
7 separately.

8 (iv) The gross amount of the member's refund or  
9 partial refund, including any interest payable on  
10 those amounts, calculated as of the most recent date  
11 available prior to the retirement system receiving the  
12 QILDRO (the date used by the retirement system shall  
13 also be provided).

14 (v) The gross amount of the death benefits that  
15 would be payable to the member's death benefit  
16 beneficiaries or estate, assuming the member died on  
17 the date or a date as close as possible to the date the  
18 QILDRO was received by the retirement system,  
19 including any interest payable on the amounts,  
20 calculated as of the most recent date available prior  
21 to the retirement system receiving the QILDRO (the date  
22 used by the retirement system shall also be provided).

23 (vi) Whether the member has notified the  
24 retirement system of the date the member intends to  
25 retire, and if so, that date.

26 (vii) If the member has provided a date that he or  
27 she intends to retire, the date, if available, that the  
28 retirement system reasonably believes will be the  
29 member's effective date of retirement.

30 (C) For all situations except that situation described  
31 in item (A), if the retirement system receives the QILDRO  
32 after the effective date of retirement, then, within 45  
33 days after the retirement system receives the QILDRO, or,  
34 if the retirement system receives the QILDRO before the  
35 member's effective date of retirement, then as soon as  
36 administratively possible before or after the member's

1 effective date of retirement (but not later than 45 days  
2 after the member's effective date of retirement), the  
3 retirement system shall provide all of the following  
4 information:

5 (i) The member's effective date of retirement.

6 (ii) The date the member commenced benefits or, if  
7 not yet commenced, the date the retirement system has  
8 scheduled the member's benefits to commence.

9 (iii) The amount of permissive and regular service  
10 the member accumulated in the retirement system from  
11 the time of initial membership through the member's  
12 effective date of retirement. Service amounts shall be  
13 expressed using the most exact time increments  
14 available to the retirement system (e.g., months or  
15 fractions of years).

16 (iv) The gross amount of the member's monthly  
17 retirement benefit, calculated as of the member's  
18 effective date of retirement. This amount shall  
19 include any permissive service and upgrades purchased  
20 by the member, and those amounts shall be noted  
21 separately.

22 (v) The gross amount of the member's refund or  
23 partial refund, including any interest payable on  
24 those amounts, calculated as of the member's effective  
25 date of retirement.

26 (vi) The gross amount of death benefits that would  
27 be payable to the member's death benefit beneficiaries  
28 or estate, assuming the member died on the member's  
29 effective date of retirement, including any interest  
30 payable on those amounts.

31 (D) If, and only if, the alternate payee is entitled to  
32 benefits under Section VII of the QILDRO, then, within 45  
33 days after the retirement system receives notice of the  
34 member's death, the retirement system shall provide the  
35 gross amount of death benefits payable, including any  
36 interest payable on those amounts, calculated as of the

1 member's date of death.

2 (2) In no event shall the retirement system be required to  
3 furnish to any person an actuarial opinion as to the present  
4 value of the member's benefits or other interests.

5 (3) The papers, entries, and records, or parts thereof, of  
6 any retirement system may be proved by a copy thereof,  
7 certified under the signature of the secretary of the system or  
8 other duly appointed keeper of the records of the system and  
9 the corporate seal, if any.

10 (i) In a retirement system in which a member or beneficiary  
11 is required to apply to the system for payment of a benefit,  
12 the required application may be made by an alternate payee who  
13 is entitled to all of a termination refund or retirement  
14 benefit or part of a death benefit that is payable ~~that benefit~~  
15 under a QILDRO, provided that all other qualifications and  
16 requirements have been met. However, the alternate payee may  
17 not make the required application for death benefits while the  
18 member is alive or for a member's refund or a retirement  
19 benefit if the member is in active service or below the minimum  
20 age for receiving an undiscounted retirement annuity in the  
21 retirement system that has received the QILDRO or in any other  
22 retirement system in which the member has regular or permissive  
23 ~~creditable~~ service and in which the member's rights under the  
24 Retirement Systems Reciprocal Act would be affected as a result  
25 of the alternate payee's application for a member's refund or  
26 retirement benefit.

27 (j) (1) So long as there is in effect a QILDRO relating to  
28 a member's retirement benefit, the affected member may not  
29 elect a form of payment that has the effect of diminishing the  
30 amount of the payment to which any alternate payee is entitled,  
31 unless the alternate payee has consented to the election in a  
32 writing that includes the alternate payee's notarized  
33 signature, and this written and notarized consent has been  
34 filed with the retirement system.

35 (2) If a member attempts to make an election prohibited  
36 under subdivision (j)(1), the retirement system shall reject

1 the election and advise the member of the need to obtain the  
2 alternate payee's consent.

3 (3) If a retirement system discovers that it has mistakenly  
4 allowed an election prohibited under subdivision (j)(1), it  
5 shall thereupon disallow that election and recalculate any  
6 benefits affected thereby. If the system determines that an  
7 amount paid to a regular payee should have been paid to an  
8 alternate payee, the system shall, if possible, recoup the  
9 amounts as provided in subsection (k) of this Section.

10 (k) In the event that a regular payee or an alternate payee  
11 is overpaid, the retirement system shall have the authority to  
12 and shall recoup the amounts by deducting the overpayment from  
13 future payments and making payment to the other payee. The  
14 system may make deductions for recoupment over a period of time  
15 in the same manner as is provided by law or rule for the  
16 recoupment of other amounts incorrectly disbursed by the system  
17 in instances not involving a QILDRO. The retirement system  
18 shall incur no liability to either the alternate payee or the  
19 regular payee as a result of any payment made in good faith,  
20 regardless of whether the system is able to accomplish  
21 recoupment.

22 (1) (1) A retirement system that has, before the effective  
23 date of this Section, received and implemented a domestic  
24 relations order that directs payment of a benefit to a person  
25 other than the regular payee may continue to implement that  
26 order, and shall not be liable to the regular payee for any  
27 amounts paid in good faith to that other person in accordance  
28 with the order.

29 (2) A domestic relations order directing payment of a  
30 benefit to a person other than the regular payee that was  
31 issued by a court but not implemented by a retirement system  
32 prior to the effective date of this Section shall be void.  
33 However, a person who is the beneficiary or alternate payee of  
34 a domestic relations order that is rendered void under this  
35 subsection may petition the court that issued the order for an  
36 amended order that complies with this Section.



1 result of the Order.

2 DATED:.....

3 SIGNED:.....

4 (2) A member's consent to the issuance of a QILDRO shall be  
5 irrevocable, and shall apply to any QILDRO that pertains to the  
6 alternate payee and retirement system named in the consent.

7 (n) A QILDRO ~~An order~~ issued under this Section shall be in  
8 substantially the following form (omitting any provisions that  
9 are not applicable to benefits that are or may be ultimately  
10 payable to the member):

11 QUALIFIED ILLINOIS DOMESTIC RELATIONS ORDER

12 .....

13 (Enter Case Caption Here)

14 .....

15 (Enter Retirement System Name Here)

16 THIS CAUSE coming before the Court for the purpose of the  
17 entry of a Qualified Illinois Domestic Relations Order under  
18 the provisions of Section 1-119 of the Illinois Pension Code  
19 (40 ILCS 5/1-119), the Court having jurisdiction over the  
20 parties and the subject matter hereof; the Court finding that  
21 one of the parties to this proceeding is a member of a  
22 retirement system subject to Section 1-119 of the Illinois  
23 Pension Code (40 ILCS 5/1-119), this Order is entered to  
24 implement a division of that party's interest in the retirement  
25 system; and the Court being fully advised;

26 IT IS HEREBY ORDERED AS FOLLOWS:

27 I. The definitions and other provisions of Section 1-119 of  
28 the Illinois Pension Code (40 ILCS 5/1-119) are adopted by  
29 reference and made a part of this Order.

30 II. Identification of Retirement System and parties:

1 Retirement System: .....

2 (Name)

3 .....

4 .....

5 (Address)

6 Member: .....

7 (Name)

8 .....

9 .....

10 (Mailing Address)

11 .....

12 .....

13 (Social Security Number)

14 Alternate payee: .....

15 (Name)

16 .....

17 .....

18 (Mailing Address)

19 .....

20 .....

21 (Social Security Number)

22 The alternate payee is the member's .... current or former  
23 spouse/ .... child or other dependent [ check one] .

24 III. The Retirement System shall pay the indicated amounts  
25 of the member's retirement benefits to the alternate payee  
26 under the following terms and conditions:

27 (A) The Retirement System shall pay the alternate payee  
28 pursuant to one of the following methods [complete the ONE  
29 option that applies] :

1                   (1) \$..... per month [enter amount]; or

2                   (2) .....% [enter percentage] per month of the  
3 marital portion of said benefit with the marital  
4 portion defined using the formula in Section IX; or

5                   (3) .....% [enter percentage] per month of the  
6 gross amount of said benefit calculated as of the date  
7 the .... member's/ .... alternate payee's [check one]  
8 benefit commences [check alternate payee only if the  
9 alternate payee will commence benefits after the  
10 member commences benefits, e.g. if the member is  
11 receiving retirement benefits at the time this Order is  
12 entered].

13                   (B) If the member's retirement benefit has already  
14 commenced, payments to the alternate payee shall commence  
15 either [check/complete the ONE option that applies]:

16                   (1) .... as soon as administratively possible upon  
17 this order being received and accepted by the  
18 Retirement System; or

19                   (2) .... on the date of ..... [enter any benefit  
20 payment date that will occur at least 30 days after the  
21 date the retirement system receives a valid QILDRO, but  
22 ONLY if payment to the alternate payee is to be delayed  
23 to some future date; otherwise, check item (1) above].

24                   (C) If the member's retirement benefit has not yet  
25 commenced, payments to the alternate payee shall commence  
26 as of the date the member's retirement benefit commences.

27                   (D) Payments to the alternate payee under this Section  
28 III shall terminate [check/complete the ONE option that  
29 applies]:

30                   (1) .... upon the death of the member or the death  
31 of the alternate payee, whichever is the first to  
32 occur; or

33                   (2) .... after ..... payments are made to the  
34 alternate payee [enter any set number] or upon the  
35 death of the member or the death of the alternate  
36 payee, whichever is the first to occur.

1       IV. If the member's retirement benefits are subject to  
2 annual post-retirement increases, the alternate payee's share  
3 of said benefits .... shall/ .... shall not [check one] be  
4 recalculated or increased annually to include a proportionate  
5 share of the applicable annual increases.

6       V. The Retirement System shall pay to the alternate payee  
7 the indicated amounts of any refund upon termination or any  
8 lump sum retirement benefit that becomes payable to the member,  
9 under the following terms and conditions:

10       (A) The Retirement System shall pay the alternate payee  
11 pursuant to one of the following methods [complete the ONE  
12 option that applies]:

13           (1) \$..... [enter amount]; or

14           (2) .....% [enter percentage] of the marital  
15 portion of the refund or lump sum retirement benefit,  
16 with the marital portion defined using the formula in  
17 Section IX; or

18           (3) .....% [enter percentage] of the gross amount  
19 of the refund or lump sum retirement benefit,  
20 calculated when the member's refund or lump sum  
21 retirement benefit is paid.

22       (B) The amount payable to an alternate payee under  
23 Section V(A)(2) or V(A)(3) shall include any applicable  
24 interest that would otherwise be payable to the member  
25 under the rules of the Retirement System.

26       (C) The alternate payee's share of the refund or lump  
27 sum retirement benefit under this Section V shall be paid  
28 when the member's refund or lump sum retirement benefit is  
29 paid.

30       VI. The Retirement System shall pay to the alternate payee  
31 the indicated amounts of any partial refund that becomes  
32 payable to the member under the following terms and conditions:

33       (A) The Retirement System shall pay the alternate payee  
34 pursuant to one of the following methods [complete the ONE  
35 option that applies]:

36           (1) \$..... [enter amount]; or

1           (2) .....% [enter percentage] of the marital  
2           portion of said benefit, with the marital portion  
3           defined using the formula in Section IX; or

4           (3) .....% [enter percentage] of the gross amount  
5           of the benefit calculated when the member's refund is  
6           paid.

7           (B) The amount payable to an alternate payee under  
8           Section VI(A) (2) or VI(A) (3) shall include any applicable  
9           interest that would otherwise be payable to the member  
10           under the rules of the Retirement System.

11           (C) The alternate payee's share of the refund under  
12           this Section VI shall be paid when the member's refund is  
13           paid.

14           VII. The Retirement System shall pay to the alternate payee  
15           the indicated amounts of any death benefits that become payable  
16           to the member's death benefit beneficiaries or estate under the  
17           following terms and conditions:

18           (A) To the extent and only to the extent required to  
19           effectuate this Section VII, the alternate payee shall be  
20           designated as and considered to be a beneficiary of the  
21           member at the time of the member's death and shall receive  
22           [complete ONE of the following options] :

23           (1) \$..... [enter amount]; or

24           (2) .....% [enter percentage] of the marital  
25           portion of death benefits, with the marital portion  
26           defined using the formula in Section IX; or

27           (3) .....% [enter percentage] of the gross amount  
28           of death benefits calculated when said benefits become  
29           payable.

30           (B) The amount payable to an alternate payee under  
31           Section VII(A) (2) or VII(A) (3) shall include any  
32           applicable interest payable to the death benefit  
33           beneficiaries under the rules of the Retirement System.

34           (C) The alternate payee's share of death benefits under  
35           this Section VII shall be paid as soon as administratively  
36           possible after the member's death.

1 VIII. If this Order indicates that the alternate payee is  
 2 to receive a percentage of any retirement benefit or refund,  
 3 upon receipt of the information required to be provided by the  
 4 Retirement System under Section 1-119 of the Illinois Pension  
 5 Code (40 ILCS 5/1-119), the calculations required shall be  
 6 performed by the member, by the alternate payee, or by their  
 7 designated representatives or designated experts. The results  
 8 of the calculations shall be provided to the Retirement System  
 9 via a QILDRO Calculation Court Order in accordance with Section  
 10 1-119 of the Illinois Pension Code.

11 IX. Marital Portion Benefit Calculation Formula (Option to  
 12 calculate benefit in items III(A) (2), V(A) (2), VI(A) (2), and  
 13 VII(A) (2) above). If in this Section "other" is circled in the  
 14 definition of A, B, or C, then a supplemental order must be  
 15 entered simultaneously with this QILDRO clarifying the intent  
 16 of the parties or the Court as to that item. The supplemental  
 17 order cannot require the Retirement System to take any action  
 18 not permitted under Illinois law or the Retirement System's  
 19 administrative rules. To the extent that the supplemental order  
 20 does not conform to Illinois law or administrative rule, it  
 21 shall not be binding upon the Retirement System.

22 (1) The amount of the alternate payee's benefit shall  
 23 be the result of (A/B) x C x D where:

24 "A" equals the number of months of .... regular/  
 25 .... regular plus permissive/ .... other [check only  
 26 one] service that the member accumulated in the  
 27 Retirement System from the date of marriage  
 28 ..... [enter date MM/DD/YYYY] to the  
 29 date of divorce ..... [enter date  
 30 MM/DD/YYYY]. This number of months of service shall be  
 31 calculated as whole months after receipt of  
 32 information required from the Retirement System  
 33 pursuant to Section 1-119 of the Illinois Pension Code  
 34 (40 ILCS 5/1-119).

35 "B" equals the number of months of .... regular/  
 36 .... regular plus permissive/ .... other [check only

1 one] service that the member accumulated in the  
2 Retirement System from the time of initial membership  
3 in the Retirement System through the member's  
4 effective date of retirement. The number of months of  
5 service shall be calculated as whole months after  
6 receipt of information required from the Retirement  
7 System pursuant to Section 1-119 of the Illinois  
8 Pension Code (40 ILCS 5/1-119).

9 "C" equals the gross amount of:

10 (i) the member's monthly retirement benefit  
11 (Section III(A)) calculated as of the member's  
12 effective date of retirement, .... including/ ....  
13 not including/ .... other [check only one]  
14 permissive service, upgrades purchased, and other  
15 benefit formula enhancements;

16 (ii) the member's refund payable upon  
17 termination or lump sum retirement benefit that  
18 becomes payable, including any payable interest  
19 (Section V(A)) calculated as of the time said  
20 refund becomes payable to the member;

21 (iii) the member's partial refund, including  
22 any payable interest (Section VI(A)) calculated as  
23 of the time said partial refund becomes payable to  
24 the member; or

25 (iv) the death benefit payable to the member's  
26 death benefit beneficiaries or estate, including  
27 any payable interest (Section VII(A)) calculated  
28 as of the time said benefit becomes payable to the  
29 member's beneficiary;

30 whichever are applicable pursuant to Section III, V,  
31 VI, or VII of this Order. These gross amounts shall be  
32 provided by the Retirement System pursuant to Section  
33 1-119 of the Illinois Pension Code (40 ILCS 5/1-119).

34 "D" equals the percentage noted in Section  
35 III(A)(2), V(A)(2), VI(A)(2), or VII(A)(2), whichever  
36 are applicable.

1           (2) The alternate payee's benefit under this Section IX  
2           shall be paid in accordance with all Sections of this Order  
3           that apply.

4           X. In accordance with subsection (j) of Section 1-119 of  
5           the Illinois Pension Code (40 ILCS 5/1-119), so long as this  
6           QILDRO is in effect, the member may not elect a form of payment  
7           of the retirement benefit that has the effect of diminishing  
8           the amount of the payment to which the alternate payee is  
9           entitled, unless the alternate payee has consented to the  
10           election in writing, the consent has been notarized, and the  
11           consent has been filed with the Retirement System.

12           XI. If the member began participating in the Retirement  
13           System before July 1, 1999, this Order shall not take effect  
14           unless accompanied by the written consent of the member as  
15           required under subsection (m) of Section 1-119 of the Illinois  
16           Pension Code (40 ILCS 5/1-119).

17           XII. The Court retains jurisdiction over this matter for  
18           all of the following purposes:

19           (1) To establish or maintain this Order as a Qualified  
20           Illinois Domestic Relations Order.

21           (2) To enter amended QILDROs and QILDRO Calculation  
22           Court Orders to conform to the parties' Marital Settlement  
23           Agreement or Agreement for Legal Separation ("Agreement"),  
24           to the parties' Judgment for Dissolution of Marriage or  
25           Judgment for Legal Separation ("Judgment"), to any  
26           modifications of the parties' Agreement or Judgment, or to  
27           any supplemental orders entered to clarify the parties'  
28           Agreement or Judgment.

29           (3) To enter supplemental orders to clarify the intent  
30           of the parties or the Court regarding the benefits  
31           allocated herein in accordance with the parties' Agreement  
32           or Judgment, with any modifications of the parties'  
33           Agreement or Judgment, or with any supplemental orders  
34           entered to clarify the parties' Agreement or Judgment. A  
35           supplemental order may not require the Retirement System to  
36           take any action not permitted under Illinois law or the

1 Retirement System's administrative rules. To the extent  
2 that the supplemental order does not conform to Illinois  
3 law or administrative rule, it shall not be binding upon  
4 the Retirement System.

5 DATED: .....

6 SIGNED: .....

7 [Judge's Signature]

8 (n-5) A QILDRO Calculation Court Order issued under this  
9 Section shall be in substantially the following form:

10 QILDRO Calculation Court Order

11 .....

12 [Enter case caption here]

13 .....

14 [Enter Retirement System name here]

15 THIS CAUSE coming before the Court for the purpose of the  
16 entry of a QILDRO Calculation Court Order under the provisions  
17 of Section 1-119 of the Illinois Pension Code (40 ILCS  
18 5/1-119), the Court having jurisdiction over the parties and  
19 the subject matter hereof; the Court finding that a QILDRO has  
20 previously been entered in this matter, that the QILDRO has  
21 been received and accepted by the Retirement System, and that  
22 the QILDRO requires percentage calculations to allocate the  
23 alternate payee's share of the member's benefit or refund, the  
24 Court not having found that the QILDRO has become void or  
25 invalid, and the Court being fully advised;

26 IT IS HEREBY ORDERED AS FOLLOWS:

27 (1) The definitions and other provisions of Section 1-119  
28 of the Illinois Pension Code [40 ILCS 5/1-119] are adopted by  
29 reference and made a part of this Order.

1 (2) Identification of Retirement System and parties:

2 Retirement System: .....

3 (Name)

4 .....

5 .....

6 (Address)

7 Member: .....

8 (Name)

9 .....

10 .....

11 (Mailing Address)

12 .....

13 .....

14 (Social Security Number)

15 Alternate payee: .....

16 (Name)

17 .....

18 .....

19 (Mailing Address)

20 .....

21 .....

22 (Social Security Number)

23 The Alternate payee is the member's .... current or former  
24 spouse/ .... child or other dependent [ check one] .

25 (3) The following shall apply if and only if the QILDRO  
26 allocated benefits to the alternate payee in the specific  
27 Section noted. The Retirement System shall pay the amounts as  
28 directed below, but only if and when the benefits are payable  
29 pursuant to the QILDRO and Section 1-119 of the Illinois

1 Pension Code (40 ILCS 5/1-119). Parties shall see QILDRO  
2 Section IX for the definitions of A, B, C and D as used below.

3 (a) The alternate payee's benefit pursuant to QILDRO  
4 Section III(A) (2) shall be calculated pursuant to Section  
5 IX of the QILDRO and paid as follows:

6 (...../.....) X ..... X ..... = .....  
7 [ Enter A] [ Enter B] [ Enter C] [ Enter D] [ Monthly Amount]

8 (b) The alternate payee's benefit pursuant to QILDRO  
9 Section V(A) (2) shall be calculated pursuant to Section IX  
10 of the QILDRO and paid as follows:

11 (...../.....) X ..... X ..... = .....  
12 [ Enter A] [ Enter B] [ Enter C] [ Enter D] [ Amount]

13 (c) The alternate payee's benefit pursuant to QILDRO  
14 Section VI(A) (2) shall be calculated pursuant to Section IX  
15 of the QILDRO and paid as follows:

16 (...../.....) X ..... X ..... = .....  
17 [ Enter A] [ Enter B] [ Enter C] [ Enter D] [ Amount]

18 (d) The alternate payee's benefit pursuant to QILDRO  
19 Section VII(A) (2) shall be calculated pursuant to Section  
20 IX of the QILDRO and paid as follows:

21 (...../.....) X ..... X ..... = .....  
22 [ Enter A] [ Enter B] [ Enter C] [ Enter D] [ Amount]

23 The Retirement System's sole obligation with respect to the  
24 equations in this paragraph (3) is to pay the amounts indicated  
25 as the result of the equations. The Retirement System shall  
26 have no obligation to review or verify the equations or to  
27 assist in the calculations used to determine such amounts.

1       (4) The following shall apply only if the QILDRO allocated  
 2 benefits to the alternate payee in the specific Section noted.  
 3 The Retirement System shall pay the amounts as directed below,  
 4 but only if and when the benefits are payable pursuant to the  
 5 QILDRO and Section 1-119 of the Illinois Pension Code (40 ILCS  
 6 5/1-119).

7       (A) The alternate payee's benefit pursuant to QILDRO  
 8 Section III(A) (3) shall be calculated and paid as follows:

9       ..... X ..... = .....  
 10 [Gross benefit amount] [Percentage] [Monthly Amount]

11       (B) The alternate payee's benefit pursuant to QILDRO  
 12 Section V(A) (3) shall be calculated and paid as follows:

13       ..... X ..... = .....  
 14 [Gross benefit amount] [Percentage] [Amount]

15       (C) The alternate payee's benefit pursuant to QILDRO  
 16 Section VI(A) (3) shall be calculated and paid as follows:

17       ..... X ..... = .....  
 18 [Gross benefit amount] [Percentage] [Amount]

19       (D) The alternate payee's benefit pursuant to QILDRO  
 20 Section VII(A) (3) shall be calculated and paid as follows:

21       ..... X ..... = .....  
 22 [Gross benefit amount] [Percentage] [Amount]

23 The Retirement System's sole obligation with respect to the  
 24 equations in this paragraph (4) is to pay the amounts indicated  
 25 as the result of the equations. The Retirement System shall  
 26 have no obligation to review or verify the equations or to  
 27 assist in the calculations used to determine such amounts.

1       (5) The Court retains jurisdiction over this matter for the  
2 following purposes:

3           (A) to establish or maintain this Order as a QILDRO  
4 Calculation Court Order;

5           (B) to enter amended QILDROs and QILDRO Calculation  
6 Court Orders to conform to the parties' QILDRO, Marital  
7 Settlement Agreement or Agreement for Legal Separation  
8 ("Agreement"), to the parties' Judgment for Dissolution of  
9 Marriage or Judgment for Legal Separation ("Judgment"), to  
10 any modifications of the parties' QILDRO, Agreement, or  
11 Judgment, or to any supplemental orders entered to clarify  
12 the parties' QILDRO, Agreement, or Judgment; and

13           (C) To enter supplemental orders to clarify the intent  
14 of the parties or the Court regarding the benefits  
15 allocated herein in accordance with the parties' Agreement  
16 or Judgment, with any modifications of the parties'  
17 Agreement or Judgment, or with any supplemental orders  
18 entered to clarify the parties' Agreement or Judgment. A  
19 supplemental order may not require the Retirement System to  
20 take any action not permitted under Illinois law or the  
21 Retirement System's administrative rules. To the extent  
22 the supplemental order does not conform to Illinois law or  
23 administrative rule, it shall not be binding upon the  
24 Retirement System.

25       DATED: .....

26       SIGNED: .....

27           [ Judge's Signature ]

28           ~~QUALIFIED ILLINOIS DOMESTIC RELATIONS ORDER~~

29       ~~THIS CAUSE coming before the Court for the purpose of the~~  
30 ~~entry of a Qualified Illinois Domestic Relations Order under~~  
31 ~~the provisions of Section 1-119 of the Illinois Pension Code,~~  
32 ~~the Court having jurisdiction over the parties and the subject~~

~~matter hereof; the Court finding that one of the parties to this proceeding is a member of a retirement system subject to Section 1-119 of the Illinois Pension Code, this Order is entered to implement a division of that party's interest in the retirement system; and the Court being fully advised;~~

~~IT IS HEREBY ORDERED AS FOLLOWS:~~

~~(1) The definitions and other provisions of Section 1-119 of the Illinois Pension Code are adopted by reference and made a part of this Order.~~

~~(2) Identification of Retirement System and parties:~~

~~Retirement System: (name and address)~~

~~Member: (name, residence address and social security number)~~

~~Alternate payee: (name, residence address and social security number)~~

~~(3) The Retirement System shall pay the indicated amounts of the following specified benefits to the alternate payee under the following terms and conditions:~~

~~(i) Of the member's retirement benefit, the Retirement System shall pay to the alternate payee \$..... per month, beginning (if the benefit is already being paid, either immediately or on a specified later date; otherwise, on the date the retirement benefit commences), and ending upon the termination of the retirement benefit or the death of the alternate payee, whichever occurs first.~~

~~(ii) Of any member's refund that becomes payable, the Retirement System shall pay to the alternate payee \$..... when the member's refund becomes payable.~~

~~(4) In accordance with subsection (j) of Section 1-119 of the Illinois Pension Code, so long as this QILDRO is in effect, the member may not elect a form of payment of the retirement benefit that has the effect of diminishing the amount of the payment to which the alternate payee is entitled, unless the alternate payee has consented to the election in writing and this consent has been filed with the retirement system.~~

~~(5) If the member began participating in the Retirement~~

1 ~~System before the effective date of this Section, this Order~~  
2 ~~shall not take effect unless accompanied by the written consent~~  
3 ~~of the member as required under subsection (m) of Section 1-119~~  
4 ~~of the Illinois Pension Code.~~

5 ~~(6) The Court retains jurisdiction to modify this Order.~~

6 ~~DATED:.....~~

7 ~~SIGNED:.....~~

8 (o) (1) A court in Illinois that has issued a QILDRO shall  
9 retain jurisdiction of all issues relating to the modification  
10 of the QILDRO as indicated in Section XII of the QILDRO and in  
11 accordance with Illinois law. A court in Illinois that has  
12 issued a QILDRO Calculation Court Order shall retain  
13 jurisdiction of all issues relating to the modification of the  
14 QILDRO Calculation Court Order as indicated in Section 5 of the  
15 QILDRO Calculation Court Order and in accordance with Illinois  
16 law.

17 (2) The Administrative Review Law and the rules adopted  
18 pursuant thereto shall govern and apply to all proceedings for  
19 judicial review of final administrative decisions of the board  
20 of trustees of the retirement system arising under this  
21 Section.

22 ~~(2)~~ The term "administrative decision" is defined as in  
23 Section 3-101 of the Code of Civil Procedure. The venue for  
24 review under the Administrative Review Law shall be the same as  
25 is provided by law for judicial review of other administrative  
26 decisions of the retirement system.

27 (p) (1) Each retirement system may adopt any procedures or  
28 rules that it deems necessary or useful for the implementation  
29 of this Section.

30 (2) Each retirement system may by rule modify the model  
31 QILDRO form provided in subsection (n), except that no  
32 retirement system may change that form in a way that limits the  
33 choices provided to the alternate payee in subsections (n) or

1 (n-5). Each retirement system may by rule ~~or~~ require that  
2 additional information be included in QILDROs presented to the  
3 system, as may be necessary to meet the needs of the retirement  
4 system.

5 (3) Each retirement system shall define its blank model  
6 QILDRO form and blank model QILDRO Calculation Court Order form  
7 as an original of the forms or a paper copy of the forms. Each  
8 retirement system shall, whenever possible, make the forms  
9 available on the internet in non-modifiable computer format  
10 (for example, Adobe Portable Document Format files) for  
11 printing purposes.

12 (4) If a retirement system in good faith implements an  
13 order under this Section that follows substantially the same  
14 form as the model order and the retirement system later  
15 discovers that the implemented order was not absolutely  
16 identical to the retirement system's model order, the  
17 retirement system's implementation shall not be a violation of  
18 this Section and the retirement system shall have no  
19 responsibility to compensate the member or the alternate payee  
20 for moneys that would have been paid or not paid had the order  
21 been identical to the model order.

22 (Source: P.A. 93-347, eff. 7-24-03.)

23 Section 99. Effective date. This Act takes effect on July  
24 1, 2006.